



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 12, 2011

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

16 July 12, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE USE AGREEMENTS BETWEEN
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND
THE COUNTY OF LOS ANGELES
PECK ROAD WATER CONSERVATION PARK - PARCEL 9A
CITY OF EL MONTE AND
COMPTON CREEK - PARCELS 19, 20, 21, AND 22
UNINCORPORATED COMMUNITY OF WILLOWBROOK
(SUPERVISORIAL DISTRICTS 1 AND 2)
(3 VOTES)**

SUBJECT

This action is to approve two Use Agreements for public recreational purposes between the Los Angeles County Flood Control District and the County of Los Angeles at Peck Road Water Conservation Park, in the City of El Monte, and along Compton Creek, adjacent to George Washington Carver Park in the unincorporated community of Willowbrook.

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE COUNTY OF LOS ANGELES AS A JOINT RECOMMENDATION WITH THE DEPARTMENT OF PARKS AND RECREATION:

1. Find that the proposed projects are categorically exempt from the California Environmental Quality Act.
2. Find that the 25-year Use Agreements between the Los Angeles County Flood Control District and the County of Los Angeles for public recreational purposes at Peck Road Water Conservation Park, Parcel 9A, in the City of El Monte, and along Compton Creek, Parcels 19, 20, 21, and 22, in the unincorporated community of Willowbrook, will not interfere with the purposes of the Los Angeles

County Flood Control District.

3. Approve and instruct the Mayor, Board of Supervisors of the Los Angeles County Flood Control District, to sign the Use Agreements on behalf of the Los Angeles County Flood Control District and the County of Los Angeles.
4. Authorize the Director of Parks and Recreation to accept, as a donation to the County, the improvements to the parks specified in the respective Use Agreements once the improvements have been installed by the Los Angeles Conservation Corps and the San Gabriel Valley Conservation Corps at Peck Road Water Conservation Park, and by the Los Angeles Conservation Corps at Compton Creek.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from your Board acting as the governing body of the Los Angeles County Flood Control District (LACFCD) and the County of Los Angeles (County) to allow the LACFCD and County to enter into Use Agreements for public recreational purposes of LACFCD property at Peck Road Water Conservation Park (Peck Park), in the City of El Monte; and along Compton Creek, in the unincorporated community of Willowbrook. These actions also authorize the Director of Parks and Recreation (DPR) to accept the donation of the improvements on behalf of the County, which will be made by Los Angeles Conservation Corps (LACC) and the San Gabriel Valley Conservation Corps (SGVCC), using their respective grant funds to implement County-designed and LACFCD-approved improvements at these facilities.

The Peck Park improvements will add a variety of recreational activities and educational opportunities through sustainable development, restoration of the habitat with indigenous plant material, installation of interpretive signage recognizing the Tongva People, and by the addition of Peck Park as one of the networked urban parks linked by trails along the Emerald Necklace through use of similar design elements.

The Compton Creek improvements will improve water quality by adding a rip-rap swale to capture debris and treat run-off before it enters the stream; will enhance wildlife by adding vegetation along the right of way providing food, nesting, and cover to the indigenous species; and will provide pedestrian access along the specified portion of Compton Creek contributing to the overall improvement of the visual character of the neighborhood and providing areas of shade for trail users along the Creek by adding large, climate-appropriate trees.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The improvements will enhance aesthetics and recreational, cultural, and learning opportunities in the area, thereby improving the quality of life for the residents of the County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund, as LACC and SGVCC will be using their own grant monies to complete the improvements and will donate the improvements to the County.

LACC has been awarded a \$600,000 grant from the San Gabriel and Lower Los Angeles Rivers and

Mountains Conservancy (RMC), and SGVCC has been awarded \$220,000 from the State of California Proposition 84 fund to implement improvements to portions of the Peck Road Water Conservation Park. LACC has been awarded a \$415,000 grant from the RMC to implement improvements at Compton Creek. LACC and SGVCC will be implementing the improvements to the premises specified in the Use Agreements in accordance with plans and specifications, including construction documents, which will be provided by DPR. Installation of the improvements will be monitored by DPR.

There will be no monetary consideration paid for these Use Agreements. The Los Angeles County Flood Control Act provides for LACFCD's property to be used for these purposes as long as the public recreational purposes are compatible with LACFCD's purposes of flood control, water quality, and water conservation.

Operating Budget Impact

Based on the recommended actions, DPR does not anticipate any additional one-time or ongoing costs. The improvements and provisions of the Use Agreements have operating and maintenance requirements, which will be fulfilled with existing park staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Peck Park, Parcel 9A, is located northwesterly of Peck Road at Rio Hondo Parkway in the City of El Monte. Compton Creek, Parcels 19, 20, 21, and 22, are located along the eastern side of Compton Creek between East 118th Street and East 120th Street in the unincorporated community of Willowbrook. The Use Agreements are authorized in or pursuant to Section 2, Paragraph 14, of the Los Angeles County Flood Control Act. This Section authorizes the LACFCD: "To provide, by agreement with other public agencies... for the recreational use of the lands, facilities, and works of such district, this shall not interfere or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district."

Additionally, Los Angeles County Ordinance Sections 2.26.050 and 2.026.060 provide that "The Director of Parks and Recreation shall supervise the use of parks and recreational grounds subject to his jurisdiction, and perform all maintenance of grounds, facilities, and buildings."

The Use Agreements have been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed projects are categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15304(b), (d), and 15311 (a) of the State CEQA Guidelines, and Classes 4(c) and 11(d) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project involves minor alterations to the condition of the land and the construction of minor structures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These actions allow for the use and enjoyment of LACFCD rights of way by the public without interfering with the primary mission of LACFCD.

CONCLUSION

Please return one adopted copy of this letter, and two executed Use Agreements to the Department of Public Works, Survey/Mapping & Property Management Division and one adopted letter and one executed Use Agreement to the Department of Parks and Recreation.

Respectfully submitted,



GAIL FARBER
Director



RUSS GUINEY
Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset
Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Parks and Recreation

AGREEMENT NO. _____
COMPTON CREEK
PARCELS 19,20, 21, AND 22
THOMAS GUIDE NO. 704-F7
SECOND DISTRICT
R/W MAP NO. 33-RW-6

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as "DISTRICT"

and

COUNTY OF LOS ANGELES
on behalf of the DEPARTMENT OF PARKS AND RECREATION, herein referred to as
"COUNTY"

RECITALS

The DISTRICT owns the fee title to that portion of Compton Creek from E. 118th Street to E. 120th Street in the unincorporated territory of the County of Los Angeles, State of California, shown dashed on Exhibit-A, attached hereto, and made a part hereof, hereinafter referred to as "PREMISES"; and

COUNTY proposes to use PREMISES, for public recreational purposes for COUNTY'S George Washington Carver Park project ("the Project"); and

COUNTY proposes to install and maintain the following Project improvements on the PREMISES: a walking path, landscaping, interpretive signage, and appurtenant structures, hereinafter referred to as "IMPROVEMENTS";

NOW, THEREFORE, in consideration of the promises and faithful performance by COUNTY and DISTRICT of the mutual covenants herein contained, for the time period set forth herein, the DISTRICT and COUNTY hereby mutually agree as follows:

SECTION 1. Authorized Use

- 1.1. COUNTY is authorized and permitted to use PREMISES for the public recreational purposes, including construction, operation, maintenance and use of IMPROVEMENTS, in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by COUNTY is expressly prohibited.
- 1.2. COUNTY'S use of the PREMISES shall be non-exclusive and subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission), and COUNTY'S use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes.
- 1.3. COUNTY acknowledges that the acquisition of any permits for the Project required by other affected agencies, and the consent of underlying fee owner(s) of the DISTRICT's easements, are the responsibility of the COUNTY.

SECTION 2. Construction and Maintenance of Improvements

- 2.1. COUNTY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines prior to implementing IMPROVEMENTS and that COUNTY shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, COUNTY hereby agrees to indemnify, defend and hold harmless DISTRICT and its elected and appointed officers, employees and agents from and against any and all claims and/or actions related to the IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the National Environmental Policy Act (NEPA).
- 2.2. COUNTY shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of COUNTY, COUNTY shall submit the plans and specification for the IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Permits and Subdivisions Unit, of the County of Los Angeles Department of Public Works. COUNTY shall also

obtain DISTRICT'S prior written approval, should COUNTY propose to make any changes to the approved plans and specifications.

- 2.4. Upon completion of the construction of the IMPROVEMENTS, COUNTY shall provide DISTRICT with approved As-Built plans.
- 2.5. COUNTY shall keep, inspect and maintain the PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris including but not limited to, rubbish, tin cans, bottles and garbage, to accumulate at any time, nor shall COUNTY commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. COUNTY shall remove graffiti from the PREMISES and IMPROVEMENTS and any other walls, fences, and signs which are located within the PREMISES. Graffiti must be removed within the following guidelines:
 - 2.6.1 Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2 Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. COUNTY shall replace or repair any property of DISTRICT that becomes damaged by COUNTY or any person entering the PREMISES at COUNTY'S invitation or with the consent of the COUNTY, either expressed or implied, within a reasonable time, to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of COUNTY'S receipt of a demand for payment from the DISTRICT, if the COUNTY failed to cure within sixty (60) days.
- 2.8. COUNTY agrees the use of the PREMISES shall be between sunrise and sunset, Monday through Sunday and COUNTY shall ensure that the PREMISES are well secured and inaccessible to the public by closing and locking gates at sunset.
- 2.9. COUNTY shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event COUNTY abandons its operation and maintenance of the PREMISES and IMPROVEMENTS, or when the weather forecast for the next 24-hour period is for 1-inch of rain or more, or when notified by DISTRICT.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), subject to the DISTRICT's right to terminate COUNTY'S use as provided for in Section 4, below.
- 3.2. COUNTY'S authorization to use the PREMISES pursuant to this Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, in its sole discretion, may extend the term of this Use Agreement, beyond the Initial Term, subject to such terms and conditions as the parties deem appropriate, upon receipt of a written request from COUNTY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel and terminate COUNTY'S use of PREMISES, pursuant to this Use Agreement, by giving COUNTY at least ninety (90) days prior written notice, under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on or including the PREMISES for watershed management purposes, including flood control, water conservation and water quality; and
 - 4.1.2. DISTRICT determines, in good faith, that the IMPROVEMENTS and/or COUNTY'S use of the PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified COUNTY of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided COUNTY with a reasonable opportunity to propose modifications to the IMPROVEMENTS or COUNTY'S use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel and terminate COUNTY'S use of PREMISES after giving COUNTY at least sixty (60) days prior written notice of a material breach or breaches of this Use Agreement and COUNTY fails to cure and said breach or breaches within a reasonable amount of time, but in no event more than 60 days, from the date DISTRICT provides written notice of said material breach or breaches to COUNTY.
- 4.3. DISTRICT shall have the right to immediately cancel and terminate COUNTY'S use of PREMISES, pursuant to this Use Agreement, or in the DISTRICT'S sole discretion, to temporarily suspend such use, in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of PREMISES in order respond to an emergency, as defined in Public Contract Code Section 1102.

- 4.4. COUNTY shall have the right to cancel and terminate its use of PREMISES pursuant to this Use Agreement for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, COUNTY shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES to a condition similar or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
 - 5.1.1 COUNTY may request from DISTRICT in writing, no more than twelve (12) months but not less than six (6) months prior to the expiration date, or upon sooner termination of this Use Agreement, to leave all or a portion of said IMPROVEMENTS on the PREMISES.
 - 5.1.2 Should DISTRICT, at its sole discretion, decide that COUNTY need not remove all or any part of the IMPROVEMENTS, DISTRICT shall notify COUNTY in writing that it shall leave some or all of the IMPROVEMENTS as is.
- 5.2. If COUNTY fails to remove the IMPROVEMENTS and restore the areas they occupied within sixty (60) days of the expiration of the term of this Use Agreement, or sooner termination of COUNTY'S use of PREMISES pursuant to this Use Agreement, DISTRICT may remove the IMPROVEMENTS.
- 5.3. If DISTRICT removes the IMPROVEMENTS pursuant to subsection 5.2, DISTRICT shall submit a demand for payment to COUNTY indicating the removal costs and expenses incurred by the DISTRICT and COUNTY shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

- 6.1. Indemnification
 - 6.1.1. In accordance with Government Code Section 895.4, DISTRICT and COUNTY agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:
 - 6.1.1.1. COUNTY shall indemnify, defend, and hold DISTRICT and its officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or

property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of the IMPROVEMENTS or COUNTY'S use of the PREMISES.

6.1.1.2. DISTRICT shall indemnify, defend, and hold COUNTY, and its officers, employees and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by DISTRICT on, above, or under the PREMISES or arising from any and all uses of the PREMISES by DISTRICT.

6.1.2. COUNTY releases DISTRICT from and waives all claims for any damage, loss, costs, or expenses COUNTY may sustain or incur as a result of any damage to or destruction of the IMPROVEMENTS or interference with COUNTY'S use of the PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation or water quality activities on or adjacent to the PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.

6.2. Without limiting COUNTY'S indemnification of the DISTRICT, COUNTY shall procure and maintain in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Comprehensive general liability and property damage coverage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000), per occurrence.
- Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and COUNTY against any loss, claim or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by COUNTY in the course of carrying out the work or services contemplated in this Agreement.

- Automobile Liability Insurance: COUNTY shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
 - The Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. COUNTY shall furnish to DISTRICT a Policy of Insurance evidencing COUNTY'S insurance coverage no later than (10) working days after execution of the Agreement, but before COUNTY takes possession of the Premises. Upon renewal of said policy COUNTY shall furnish to DISTRICT a Certificate evidencing COUNTY'S continued insurance coverage as required herein.
 - The DISTRICT shall accept, should COUNTY elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. COUNTY and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement which is solely for COUNTY'S benefit, that DISTRICT is not to incur any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for COUNTY'S use.
- 6.5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement all without interference or hindrance by COUNTY, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of DISTRICT.
- 6.6. Except as to fuels, lubricants and products associated with motorized vehicles, equipment, gardening or maintenance-related substances, or all of the above, COUNTY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT which consent shall not be unreasonably denied. In the event of spillage, leakage or escape or any hazardous substance onto the PREMISES, COUNTY shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by COUNTY, COUNTY shall promptly remove any such substance from the PREMISES to the

DISTRICT's satisfaction. In addition to removing any of COUNTY'S hazardous substances, COUNTY shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, COUNTY shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.

- 6.7. Any notice to be given or document to be delivered by DISTRICT or COUNTY to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Mapping & Property Management Division
P.O. Box 1460
900 South Fremont Avenue
Alhambra, CA 91802-1460
tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
[for Emergencies, contact (626) 458-HELP (4357)]

To COUNTY:

County of Los Angeles, Dept. of Parks & Recreation
Attention Planning Division
433 South Vermont Avenue
Los Angeles, CA 90020
Tel: (213) 351-5119

//

//

//

//

//

IN WITNESS WHEREOF, the parties hereto have executed this Use Agreement as of the date and year first herein written.

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County
of Los Angeles

By: *Cn Tol*
Deputy

(COUNTY-SEAL)



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *Cn Tol*
Deputy

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County
of Los Angeles

By: *Cn Tol*
Deputy

(LACFCD-SEAL)



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

JUL 12 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY:

COUNTY OF LOS ANGELES
a body corporate and politic and political
subdivision of the State of California

By: *Mike Antonovich*
Mayor of Board of Supervisors

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: *Andrea Sheridan Ordin*

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
a body corporate and politic

By: *Mike Antonovich*
Mayor of the Board of Supervisors of the
Los Angeles County Flood Control District

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: *Carole Suzuki*

77581

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this 12th day of July, 20 11, the facsimile signature of MIKE ANTONOVICH, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By 
Deputy

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

COMPTON CREEK
REFERENCE: 33-RW 6

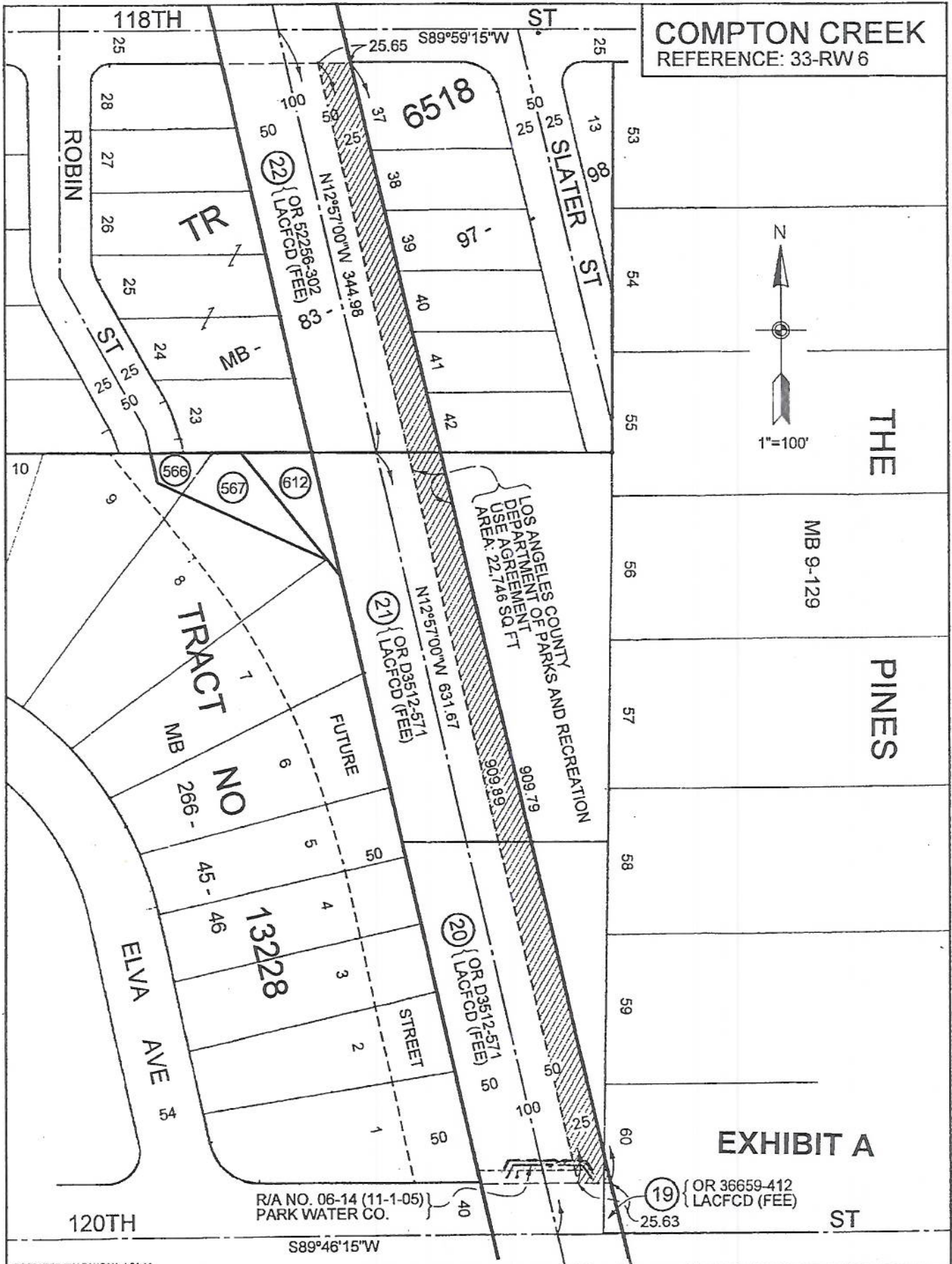


THE

MB 9-129

PINES

EXHIBIT A



USE AGREEMENT NO.
PECK ROAD WATER CONSERVATION PARK
PARCEL NO. 9A
RIGHT OF WAY MAP NO. 221-RW 1.1
THOMAS PAGE & GRID: 597 (F4)
SUPERVISORIAL DISTRICT NO. 1

USE AGREEMENT

This Use Agreement is entered into by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
a body corporate and politic,

herein referred to as "DISTRICT"

and

COUNTY OF LOS ANGELES on behalf of the
DEPARTMENT OF PARKS AND RECREATION,
herein referred to as "COUNTY"

RECITALS

The DISTRICT owns fee title to portions of the Peck Road Water Conservation Park generally located north westerly of Peck Road at Rio Hondo Parkway, in the City of El Monte, State of California, as more particularly shown dashed on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as PREMISES; and

COUNTY proposes to use PREMISES, for public recreational purposes for COUNTY's Peck Road Water Conservation Park project ("the Project"); and

COUNTY proposes to install and maintain the following Project improvements on the PREMISES: signage, fencing and landscaping, hereinafter referred to as "IMPROVEMENTS", in connection with the County's existing Peck Road Water Conservation Park Lease Agreement No. 34340;

NOW, THEREFORE, in consideration of these recitals and the faithful performance by COUNTY and DISTRICT of the mutual covenants herein contained, for the time period set forth herein, the DISTRICT and COUNTY mutually agree as follows:

77582

SECTION 1. Authorized Use

- 1.1. COUNTY is authorized and permitted to use PREMISES for public recreational purposes, including the construction, operation, maintenance and use of IMPROVEMENTS, in accordance with the terms and conditions of this Use Agreement. Any other use of PREMISES by COUNTY is expressly prohibited.
- 1.2. COUNTY's use of the PREMISES shall be non-exclusive and subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation and water quality purposes, by DISTRICT and others (pursuant to DISTRICT'S permission), and COUNTY's use of the PREMISES shall at no time interfere with the use of PREMISES or the use of DISTRICT'S adjacent property and/or improvements for such purposes.
- 1.3. COUNTY acknowledges that the acquisition of any permits for the PROJECT required by other affected agencies, and the consent of underlying fee owner(s) of the DISTRICT'S easements, are the responsibility of the COUNTY.

SECTION 2. Construction and Maintenance of Improvements

- 2.1. COUNTY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA guidelines prior to implementing IMPROVEMENTS and that COUNTY shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, COUNTY hereby agrees to indemnify, defend and hold harmless DISTRICT and its elected and appointed officers, employees and agents from and against any and all claims and/or actions related to the IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the National Environmental Policy Act (NEPA).
- 2.2. COUNTY shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on PREMISES by or on behalf of COUNTY, COUNTY shall submit plans and specifications for the improvements to, and shall apply for and obtain a permit from, the

Land Development Division, Permits and Subdivisions Unit, of the Los Angeles County, Department of Public Works. COUNTY shall also obtain DISTRICT'S prior written approval, should COUNTY propose to make any changes to the approved plans and specifications.

- 2.4. Upon completion of the construction of the IMPROVEMENTS, COUNTY shall provide DISTRICT with approved As-Built plans.
- 2.5. COUNTY shall keep, inspect and maintain the PREMISES and the improvements in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris including but not limited to, rubbish, tin cans, bottles and garbage, to accumulate at any time, nor shall COUNTY commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. COUNTY shall remove graffiti from the PREMISES and IMPROVEMENTS and any other wall, fences, and signs which are located within the PREMISES. Graffiti must be removed within the following guidelines:
 - 2.6.1. Remove vulgar graffiti (i.e. profane, obscene, or racist) within 24 hours, Monday through Friday.
 - 2.6.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. COUNTY shall replace or repair any property of DISTRICT that becomes damaged by COUNTY or any person entering the PREMISES at COUNTY's invitation or with the consent of the COUNTY, either expressed or implied, within a reasonable time, to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of COUNTY's receipt of a demand for payment from the DISTRICT, if the COUNTY failed to cure within sixty (60) days.
- 2.8. COUNTY shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event COUNTY abandons its operation and maintenance of the PREMISES and IMPROVEMENTS, or when the weather forecast for the next 24-hour period is for one inch of rain or more, or when notified by the DISTRICT to do so.

SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty-five (25) years (Initial Term), subject to the DISTRICT's right to terminate COUNTY'S use as provided for in Section 4, below. There is an existing tri-party Lease No. 34340 for adjacent park area.
- 3.2. COUNTY'S authorization to use the PREMISES pursuant to this Use Agreement shall expire at the end of the Initial Term provided, however, that DISTRICT, in its sole discretion, may extend the term of this Use Agreement, beyond the Initial Term, subject to such terms and conditions as the parties deem appropriate, upon receipt of a written request from COUNTY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

SECTION 4. Termination of Use

- 4.1. DISTRICT shall have the right to cancel and terminate COUNTY's use of PREMISES, pursuant to this Use Agreement, by giving COUNTY at least ninety (90) days prior written notice, under the following conditions:
 - 4.1.1. DISTRICT proposes to implement a project on or including the PREMISES for watershed management purposes, including flood control, water conservation and water quality ; and
 - 4.1.2. DISTRICT determines, in good faith, that the IMPROVEMENTS and/or COUNTY's use of the PREMISES, or any of them, would be substantially incompatible with the proposed project; and
 - 4.1.3. DISTRICT has notified COUNTY of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided COUNTY with a reasonable opportunity to propose modifications to the IMPROVEMENTS or COUNTY's use of the PREMISES that will eliminate the incompatibility.
- 4.2. DISTRICT shall have the right to cancel and terminate COUNTY's use of PREMISES after giving COUNTY at least sixty (60) days prior written notice of a material breach or breaches of this Use Agreement and COUNTY fails to cure and said breach or breaches within a reasonable amount of time, but in no event more than sixty (60) days, from the date DISTRICT provides written notice of said material breach or breaches to COUNTY.
- 4.3. DISTRICT shall have the right to immediately cancel and terminate COUNTY's use of PREMISES, pursuant to this Use Agreement, or in the DISTRICT'S sole discretion, to temporarily suspend such use, in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to

enter and take exclusive possession of PREMISES in order respond to an emergency, as defined in Public Contract Code Section 1102.

- 4.4. COUNTY shall have the right to cancel and terminate its use of PREMISES pursuant to this Use Agreement for any reason by giving DISTRICT at least sixty (60) days prior written notice.

SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, COUNTY shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES to a condition similar or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
 - 5.1.1 COUNTY may request from DISTRICT in writing, no more than twelve (12) months but not less than six (6) months prior to the expiration date, or upon sooner termination of this Use Agreement, to leave all or a portion of said IMPROVEMENTS on the PREMISES.
 - 5.1.2 Should DISTRICT, at its sole discretion, decide that COUNTY need not remove all or any part of the IMPROVEMENTS, DISTRICT shall notify COUNTY in writing that it shall leave some or all of the IMPROVEMENTS as is.
- 5.2. If COUNTY fails to remove the IMPROVEMENTS and restore the areas they occupied within sixty (60) days of the expiration of the term of this Use Agreement, or sooner termination of COUNTY's use of PREMISES pursuant to this Use Agreement, DISTRICT may remove the IMPROVEMENTS.
- 5.3. If DISTRICT removes the IMPROVEMENTS pursuant to subsection 5.2, DISTRICT shall submit a demand for payment to COUNTY indicating the removal costs and expenses incurred by the DISTRICT and COUNTY shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

SECTION 6. Miscellaneous Terms and Conditions

6.1. Indemnification

6.1.1. In accordance with Government Code Section 895.4, DISTRICT and COUNTY agree to apportion responsibility and indemnification notwithstanding any other provision of law as follows:

6.1.1.1. COUNTY shall indemnify, defend, and hold DISTRICT and its officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of the IMPROVEMENTS or COUNTY's use of the PREMISES.

6.1.1.2. DISTRICT shall indemnify, defend, and hold COUNTY, and its officers, employees and agents harmless from and against any claims, demands, liability, damages, costs, and expenses; including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or in connection with the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by DISTRICT on, above, or under the PREMISES or arising from any and all uses of the PREMISES by DISTRICT.

6.1.2. COUNTY releases DISTRICT from and waives all claims for any damage, loss, costs, or expenses COUNTY may sustain or incur as a result of any damage to or destruction of the IMPROVEMENTS or interference with COUNTY'S use of the PREMISES attributable to DISTRICT'S watershed management activities, including any flood control, water conservation or water quality activities on or adjacent to the PREMISES, or attributable to any flooding caused by inadequacy or failure of DISTRICT's facilities.

6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.

6.2. Without limiting COUNTY's indemnification of the DISTRICT, COUNTY shall procure and maintain in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:

- Comprehensive general liability and property damage coverage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000), per occurrence.
 - Automobile Liability Insurance. COUNTY shall procure such policy with coverage not less than ONE MILLION DOLLARS (\$1,000,000) per accident.
 - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the DISTRICT and COUNTY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any person retained by COUNTY in the course of carrying out the work or services contemplated in this Use Agreement.
 - The Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. COUNTY shall furnish to DISTRICT a policy of insurance evidencing COUNTY's insurance coverage no later than (10) working days from execution of the Agreement, but before COUNTY takes possession of the Premises. Upon renewal of said policy COUNTY shall furnish to DISTRICT a Certificate evidencing COUNTY's continued insurance coverage as required herein.
 - The DISTRICT shall accept, should COUNTY elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. COUNTY and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement which is solely for COUNTY's benefit, that DISTRICT is not to incur any liability whatsoever, for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for COUNTY's use.
- 6.5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon PREMISES at any and all reasonable times during the term of this Use Agreement all without interference or hindrance by COUNTY, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or

post any notice required or permitted by law for protection of any right or interest of DISTRICT.

- 6.6. Except as to fuels, lubricants and products associated with motorized vehicles, equipment, gardening or maintenance-related substances, or all of the above, COUNTY shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT which consent shall not be unreasonably denied. In the event of spillage, leakage or escape or any hazardous substance onto the PREMISES, COUNTY shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by COUNTY, COUNTY shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of COUNTY's hazardous substances, COUNTY shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, COUNTY shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.

- 6.7. Any notice to be given or document to be delivered by DISTRICT or COUNTY to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Survey/Mapping and Property Management Division
P.O. Box 1460
900 South Fremont Avenue, Alhambra, CA 91802-1460
Tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
For emergencies, contact (626) 458-HELP (4357)

To COUNTY:

County of Los Angeles, Dept. of Parks and Recreation
Attn: Planning Division
433 South Vermont Avenue
Los Angeles, CA 90020
Tel (213) 351-5117

IN WITNESS WHEREOF, the parties hereto have executed this Use Agreement as of the date and year first herein written.

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County
of Los Angeles

By: *Am Tal*
Deputy

(COUNTY-SEAL)



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

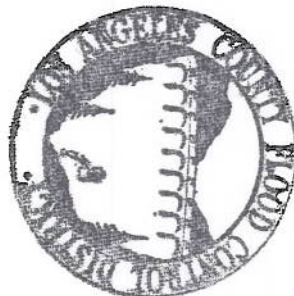
By: *Am Tal*
Deputy

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County
of Los Angeles

By: *Am Tal*
Deputy

(LACFCD-SEAL)



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16

JUL 12 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

COUNTY:

COUNTY OF LOS ANGELES
a body corporate and politic and political
subdivision of the State of California

By: *Mike Antonovich*
Mayor of Board of Supervisors

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: *[Signature]*

DISTRICT:

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT
a body corporate and politic

By: *Mike Antonovich*
Mayor of the Board of Supervisors of the
Los Angeles County Flood Control District

Approved as to Form:
ANDREA SHERIDAN ORDIN
County Counsel

By: *Carole Suzuki*

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.


The undersigned hereby certifies that on this 12th day of July, 2011, the facsimile signature of MIKE ANTONOVICH, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

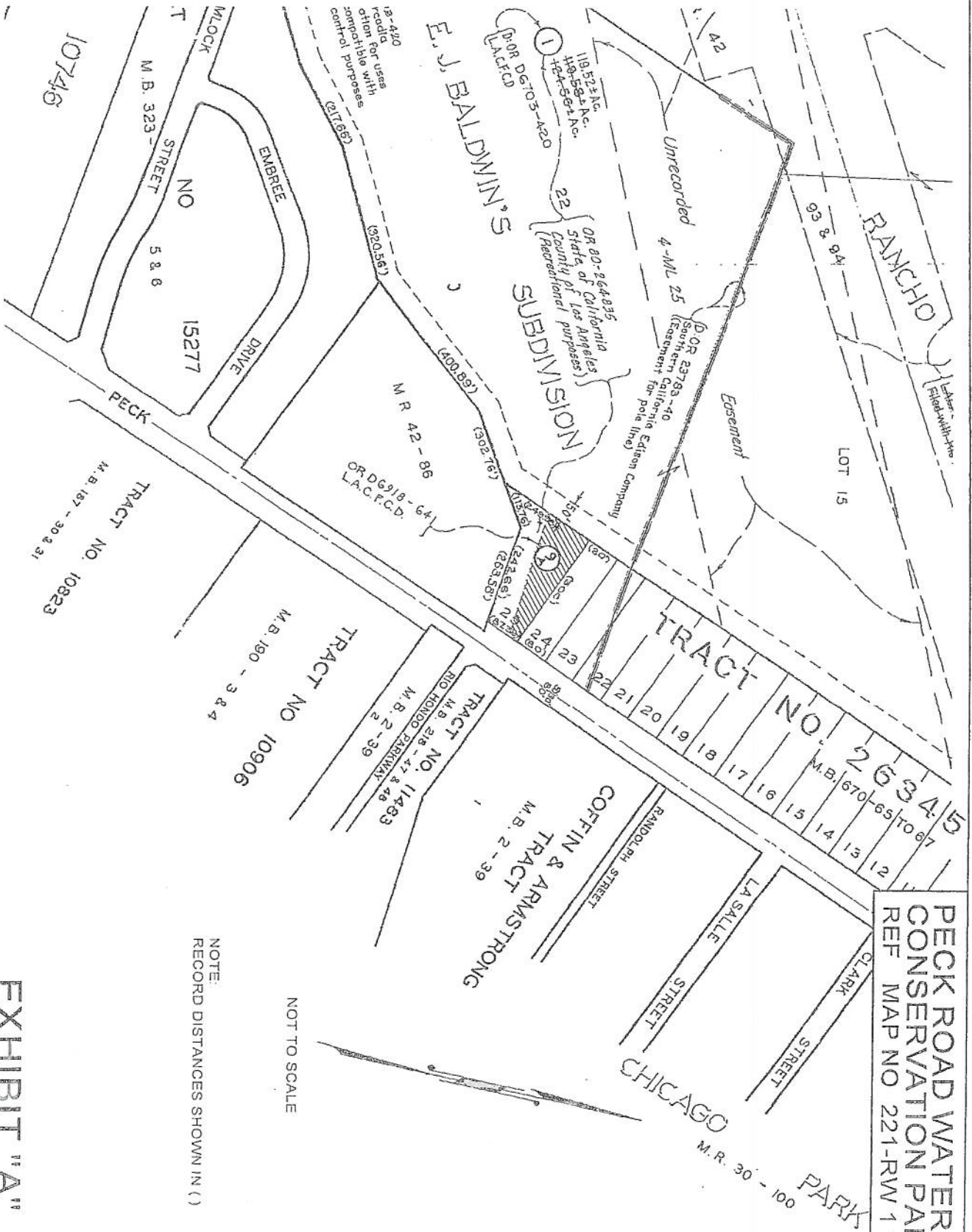
By 
Deputy

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN
County Counsel

By 
Deputy

PECK ROAD WATER
CONSERVATION PARK
REF MAP NO 221-RW 1 1



TEXT BY